

City of College Station

SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **VERIZON** (the "Contractor"), for the following work: PBX Upgrade, a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **FIFTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$58,985.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the City, and the City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

October 1, 2001

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
8. **OPTION - SELECT A OR B (initial) (both A & B shall apply if contract amount is over \$15,000.00)**

_____A. The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit B for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit C.

- OR -

_____B. Subject to the conditions and exceptions recited in this section, the Contractor will defend and indemnify the City against so much of any claim, suit, action or proceeding ("Claim") alleging that the System in the form supplied to the City infringes a valid U.S. patent or copyright and the Contractor agrees to pay all reasonable litigation and settlement costs and attorney's fees incurred by the City in connection with any such Claim. If the use of the system is enjoined or threatened by a Claim as described above, the Contractor may, at its option and expense, procure for the City the right to use the System, replace the System or relevant component with an equivalent, non-infringing System or component, modify the System or relevant component so that it becomes non-infringing, or remove the System and refund the purchase price, less depreciation based on a five-year straight-line basis commencing on the In-Service Date. The Company shall have no obligation for any costs, fees or expenses incurred by the City without the Company's prior written consent, any Claim arising out of "music on hold" or similar service, or any special, consequential or incidental damages arising out of any Claim. The

indemnity will not apply unless the City (1) gives written notice to the Contractor within 15 days of receipt of service of any such Claim and shall inform the Company in writing of any subsequent communications regarding same, (2) fully cooperates with the Company in the defense of the Claim, and (3) provides the Company with information and assistance in defending the Claim. The Company shall have sole control of the defense of the Claim and of all negotiations for its settlement or compromise. This indemnity shall not apply to any Claim, or portion thereof, that arises from any negligent or willful act of omission by or attributable to the City, use or operation of the System in combination with materials, data or programming of others, or any addition to or modification of the System or use of other than the current unaltered release of any software used in the System. The foregoing states the entire obligation of the Contractor to the City, and is the City's sole and exclusive remedy, with respect to any Claim of infringement of any intellectual property right of any kind, and the Company disclaims all other warranties and obligations with respect to any such Claims.

The Company will defend and indemnify the City against any claim, suit, action or proceeding arising out of personal injury, death or damage to property to the extent proximately caused by the negligence or willful misconduct of the Company's employees or agents in performing services under this Agreement. The Company's obligation with respect to damage to the System is limited to repair or replacement, at the Company's option, of the damaged items.

9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.
10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

VERLON

By: Dennis Kalinoski
Printed Name: DENNIS KALINOSKI
Title: REGIONAL SALES MANAGER

6-7-01

Date

CITY OF COLLEGE STATION

BY: _____
Lynn McIlhaney, Mayor

Date

ATTEST:

CONNIE HOOKS, City Secretary

APPROVED:

Thomas E. Brymer, City Manager

Robanne J. Hume
City Attorney

6-12-01

Date

Charles Cryan, Director of Fiscal Services

Date

Exhibit A

SCOPE OF SERVICES

**CITY OF COLLEGE STATION
PBX UPGRADE**

SCOPE OF WORK

The City of College Station and Verizon will select two Saturdays' to begin the upgrade project. Once the two days are decided, the following procedure will occur.

Day 1: (1st Saturday)

- # At 7:00 a.m. power down all PBX equipment.
- # Remove the two CPU shelves intact.
- # Install the two new core modules.
- # Power up new modules and test main switch.
- # Test trunks and dial out from all sites.
- # The above procedure will take approx. 3-4 hours to complete.
- # A plan for the Police Department will be worked out w/ the City.
- # If major problems occur with the upgrade, we can have the original equipment back in service within 1-2 hours.

Day 2: (2nd Saturday)

- # At 7:00 a.m. on-site technicians will re-program software from existing DTI's to new ISDN software.
- # The Verizon Data Base Administrator will re-program existing trunk groups to new ISDN PRI trunk group in the GTD5 Central Office switch.

Note: We are changing from two trunk groups (24 members each) to a new PRI Trunk group w/ 70 members, (3 PRI's). The 70 trunks will be two-way DIOD type, (inbound or outbound smart trunks). The installation charge to Convert is approx. \$1,150.00 and will appear on your monthly phone bill. The monthly recurring charge for 3 PRI's w/ 70 trunks is \$2,850.00.

- # The on-site technicians will test all new trunking from all sites. (Local & LD)
- # The new station ports will be activated (32 ports).
- # There will be approx. 1 hour of down time to perform the above procedure.
- # Verizon will work with the City for any special requirements during down time. Any other work will be done during normal business hours.



Verizon Southwest

Quote # C080000041/001

City of College Station

GP0035ug
opt61to 61c

MatCode	Part Number	Description	Qty	Price	Extended
* 388902	U9640	OPT 61C FROM OPT 61	1	\$8,384.00	\$8,384.00
* 595167	NT5D03PB	68060E 160MB CALL PR	2	\$5,863.00	\$11,726.00
535211	SERV0080	CD-ROM MEDIA REQUEST	1	\$.00	\$.00
* 535107	NT8D41BA	QUAD SDI PADDLE BOAR	1	\$1,448.00	\$1,448.00
* 304959	NT8D84AA	SDI PADDLE BOARD TO	4	\$62.00	\$248.00
* 733276	SW0050B	RTU/NETWORKING	10	\$635.00	\$6,350.00
* 461764	SW0051B	RTU/ISDN NETWORKING	10	\$1,143.00	\$11,430.00
* 535217	SW0053B	PUBLIC ISDN ACCESS	10	\$391.00	\$3,910.00
366650	SW0222A	RTU ENHANCED ACD OVE	2	\$.00	\$.00
* 366651	SW0223A	RTU ENHANCED ACD ROG	2	\$391.00	\$782.00
832479	599SL1-1	TAPE PREP SERVICE	3	\$859.96	\$2,579.88
733273	SERV0031	RTU/IN-HOUSE SW CONV	3	\$132.30	\$396.90
* 561777	NT8D02GA	DIGITAL LINE CARD (D	2	\$1,710.00	\$3,420.00
* 495688	AS7200	DUAL PORT DTI/PRI PA	1	\$5,957.00	\$5,957.00
860360	77965	CSU S/A T-SERV II	1	\$864.62	\$864.62
				\$57,496.40	\$57,496.40

Quote # C080000041/001
Sales Engineer: Gill Paxton
Account Manager: Mike Armstead
* = GSA Item

Date of Quote: 03/22/2001
Telephone: -
Telephone: 409-821-4747

PRICING IS VALID FOR ONLY 45 DAYS FROM QUOTE DATE
PRICES DO NOT INCLUDE TAXES



Verizon Southwest

Quote # C080000041/001

City of College Station

GP0035ug
opt61 to 61c

PRICING SUMMARY	
TOTAL EQUIPMENT PRICE	\$57,496.40
LABOR CHARGES	\$2,640.00
OTHER CHARGES	\$832.49
DISCOUNTS	-\$1,983.89
TOTAL SYSTEMS PRICE	\$58,985.00

Quote # C080000041/001	Date of Quote: 03/22/2001
Sales Engineer: Gill Paxton	Telephone: -
Account Manager: Mike Armstead	Telephone: 409-821-4747
* = GSA Item	

PRICING IS VALID FOR ONLY 45 DAYS FROM QUOTE DATE
PRICES DO NOT INCLUDE TAXES

Exhibit B

INSURANCE REQUIREMENTS

1. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it.
2. The Contractor shall include all subcontractors as additional insureds under his policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
3. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City *before* work commences.**
4. The following standard insurance policies shall be required:
 - (a) Commercial General Liability Policy
 - (b) Business Automobile Liability Policy
 - (c) Worker's Compensation Policy
5. Except as noted, the following general requirements are applicable to *all* policies:
 - (a) General Liability and Automobile Liability insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
 - (b) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - (c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a "per occurrence" basis for property damage only.
 - (d) "Claims Made" Policies will not be accepted.
 - (e) The City of College Station, its officials, employees, and volunteers, are to be added as "Additional Insureds" to the Commercial General Liability and the Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
 - (f) A Waiver of Subrogation in favor of the City of College Station with respect to Workers' Compensation insurance must be included.
 - (g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
 - (h) Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.

6. The following **Commercial General Liability** will be required:
- (a) Minimum Combined Single Limit of \$600,000 per occurrence for Bodily Injury and Property Damage.
 - (b) Coverage shall be at least as broad as Insurance Service's Office form number CG 00 01.
 - (c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - (d) The coverage shall include but not be limited to the following: premises/operations; independent contracts; products/completed operations; and contracted liability (insuring the indemnity provided herein).
7. The following **Business Automobile Liability** will be required:
- (a) Minimum Combined Single Limit of \$600,000 per occurrence for Bodily Injury and Property Damage.
 - (b) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
 - (c) The coverage shall include owned or leased autos, non-owned autos, and hired cars.
8. The following **Workers' Compensation** insurance will be required:
- (a) Employer's Liability limits of \$100,000 for each accident is required.
 - (b) Texas Waiver of Our Right To Recover From Others Endorsements, WC 42 03 04 shall be included in this policy.
 - (c) Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, WY.
9. **Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.** The certificate shall contain provisions warranting the following:
- (a) The company is licensed and admitted to do business in the State of Texas.
 - (b) The insurances set forth by the insurance company are underwritten on forms which have been approved by the Texas State Board of Insurance or ISO.
 - (c) Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - (d) Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
 - (e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit C

CERTIFICATES OF INSURANCE

CRC 3/16/00
Contract No. 01-111
6/1/01

MARSH USA INC**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
HOU-000303949-00

PRODUCER

MARSH USA INC
1601 ELM STREET #2100
DALLAS, TEXAS 75201
LACINDA PYLE (214) 849-5045

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY
A AMERICAN HOME ASSURANCE COCOMPANY
B N/ACOMPANY
C NATIONAL UNION FIRE OF LOUISIANACOMPANY
D AMERICAN INTERNATIONAL SOUTH INS CO

01042 -GAWC-00-01

ENTER

TX

TX

INSURED

VERIZON ENTERPRISE SOLUTIONS
919 CONGRESS AVE
SUITE 500
AUSTIN, TX 78701

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL 6123522	07/01/00	07/01/01	GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ INCL
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY	CA 5347709 (AOS)	07/01/00	07/01/01	COMBINED SINGLE LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO	CA 5347710 (TX)	07/01/00	07/01/01	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 5274758 (AOS)	07/01/00	07/01/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 500,000
A		WC 5274759 (CA)	07/01/00	07/01/01	EL EACH ACCIDENT \$ 500,000
C	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL	WC 5274761 (LA)	07/01/00	07/01/01	EL DISEASE-POLICY LIMIT \$ 500,000
D	OTHER <input type="checkbox"/> EXCL	WC 5274762 (GA)	07/01/00	07/01/01	EL DISEASE-EACH EMPLOYEE \$ 500,000
	ILLINOIS NATIONAL INS CO	WC 5274763 (NY,WI)/ 5274760(IL)	07/01/00	07/01/01	WORKERS COMP & EMPLOYERS LIAB.
	NATIONAL UNION FIRE INS CO	WC 5274764 (NV, OR)	07/01/00	07/01/01	SEE ABOVE LIMITS
	INSURANCE CO STATE OF PA	WC 5274765 (AR, FL, MA, TN, VA)	07/01/00	07/01/01	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

WHERE REQUIRED BY WRITTEN CONTRACT, THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED (EXCEPT FOR WORK COMP) AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CITY OF COLLEGE STATION
ATTN: CHARLIE SHEAR
P O BOX 9960
COLLEGE STATION, TX

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THERE THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES

MARSH USA INC.
BY: Rex Cook

Ref 602

MM1(9/99)

VALID AS OF: 06/07/01